



**Authorized Granite Shield  
United States Applicator Exclusive Territory Agreement  
Granite Fabricator Seal Your Own Work Licensing**

This Agreement is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, Tax ID# \_\_\_\_\_ Driver's license# \_\_\_\_\_ Contractor's License# \_\_\_\_\_ and Granite Shield.

The following contract is a license to apply the Granite Shield process to the granite, marble, all types of natural stone and man made quartz countertops granite fabricator is fabricating and to his and or her customers wherever they are located. For this contract licensee must be a granite fabricator.

The licensing fee is \$1,000 includes using the name Granite Shield, logo and learning and using the Granite Shield process for granite and marble countertops is waived with the purchase of the prepay service chemical 1 gallon set of prepay service chemical. Applicator will be provided with 1 seal kit. Training by a Granite Shield distributor or Granite Shield trainer is optional and a fee will be paid directly to the Granite Shield distributor and or trainer from licensee. Training fee is to be agreed upon between the Granite Shield distributor and or trainer. Training at the Granite Shield corporate office is at no charge. For licensing fee and exclusive territory fee to be waived no other special will apply.

This agreement does include an exclusive territory and can be upgraded to a distributorship if it is still available. This contract allows the Applicator an exclusive territory in which Granite Shield will not add additional applicators but reserves the right if Applicator fails to maintain the minimum requirements. To maintain this territory applicator must maintain a minimum of \$5,000.00 paid to the Granite Shield corporate office for prepay service chemical beginning or a monthly fee equaling \$5,000.00 the 3rd month of signing this contract or Granite Shield reserves the right to add an additional applicators. The \$5,000 per month is the continued licensing to maintain an exclusive territory and licensing to use the intellectual property of Granite Shield such as name, logo, learn and use the Granite Shield process. It is not purchasing a territory. Applicator agrees to offer Granite Shield permanent sealing process to all customers, market and use the Granite Shield trademarked logo for marketing and business website. Applicator's employees when trained how to use the Granite Shield process and sealing Granite Shield jobs will sign the Granite Shield non compete non disclosure contract. Once the Granite Shield seal kit is shipped and received applicator will immediately offer the Granite Shield permanent sealer to all customers and at a reasonable price for fabrication customers. For fabrication customers Granite Shield could be included in the price of the granite to the customer or at a reasonable price with no minimum sq. ft. but has to be listed on the customer receipt. For sealing customers other than fabrication customers prices shall be set at a minimum Granite Shield corporate office's suggested retail price and reasonably priced that it is affordable. Suggested pricing per sq. ft. for other than fabrication customer's is US \$5.00 a sq. ft. to \$8.00 a sq. ft. a with a 60 sq. ft. minimum such as \$300. Any higher would not be considered reasonable pricing.

In this Agreement, the party who is contracting to receive services shall be referred to as "PRINCIPAL", and the party who will be providing the services shall be referred to as "Applicator".

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning \_\_\_\_\_, Applicator will provide the following services (collectively the "Services"): Clean, prepare and seal surfaces for which Applicator is certified by the PRINCIPAL. This will be accomplished to the standards outlined in the most current sealing manual provided by PRINCIPAL. Sealing existing surfaces Applicator will prepare surface including if needed for an extra charge to customer remove stains, cleaning or remove existing sealer if needed or have customer sign off that current condition is acceptable noting conditions on the Granite Shield customer worksheet.

2. PERFORMANCE OF SERVICES. The manner in which the services are to be performed and the specific hours to be worked by Applicator shall be determined by Applicator. PRINCIPAL will rely on Applicator to work as many hours as may be reasonably necessary to fulfill Applicator's obligations under this Agreement.
3. PAPERWORK. Applicator will invoice consumer using approved Granite Shield sales worksheets and all checks will be made payable to\_\_\_\_\_. PRINCIPAL will make available all products for sealing applications to applicator. Invoices must include consumer's name, address, and phone number, as well as square footage, what was and location of what was sealed, total price and consumer's signature of completion to activate warranty. Paperwork to the Granite Shield corporate office is due on the 1<sup>st</sup> of every month faxed to the Granite Shield corporate office which includes the Granite Shield coversheet completely filled out and an inventory of Granite Shield chemicals. All customer are to be provided with the Granite Shield warranty information document and cleaning instructions.
1. REGISTRATION AND ACTIVATION OF WARRANTY: For the warranty to be registered the Granite Shield applicator must provide documentation that is required to the Granite Shield corporate office for the warranty to be registered. The warranty will not be considered registered and can not be activated until the Granite Shield applicator turns in his/or her required documentation. The customer must complete the warranty registration for the warranty to be activated by fax, email or mail a copy of the Granite Shield warranty card along with a Granite Shield customer receipt so the warranty will be in effect with the Granite Shield corporate office.
4. CUSTOM GRANITE SHIELD PAPERWORK TO CUSTOMER: Custom Granite paperwork provided to the customer as a receipt, warranty or cleaning procedures has to approved by the Granite Shield corporate office prior to giving a copy to the customer. Granite Shield receipt must include: customer name, address, item sealed, sq. ft. sealed, date purchased, cost of item, showing full payment from customer. If it's a granite fabricator the receipt needs to show what the fabricator charged the customer or if it's a no charged item such as a special etc. needs to show no charge to the customer but the Granite Shield corporate office still needs to be paid the agreed amount between the Granite Shield corporate office and applicator. For sealing for home builders the tract and lot number is sufficient as a home address.
5. RELATIONSHIP OF PARTIES. It is understood by the parties that Applicator is an independent contractor sealing service with respect to PRINCIPAL, and not an employee of PRINCIPAL. PRINCIPAL will not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefit for the benefit of Applicator.
6. EMPLOYEES. Applicator's employees, if any, who perform services for PRINCIPAL under this Agreement shall also be bound by the provisions of this Agreement.
7. INJURIES. Applicator acknowledges Applicator's obligation to obtain appropriate insurance coverage for the benefit of Applicator (and Applicator's employees, if any). Applicator waives any rights to recovery from PRINCIPAL for any injuries that Applicator (and/or Applicator's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Applicator or Applicator's employees.
8. ASSIGNMENT. Applicator's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of PRINCIPAL.
9. QUALITY/WARRANTY. Applicator is responsible for the safe and proper application of Principal's products. Applicator will correct at own expense and make any repairs necessary, issues resulting from a faulty application or negligence of Applicator. PRINCIPAL will provide materials at no charge to Applicator and pay for services for any application that fails due to fault of materials. If Applicator fails to remedy a claim promptly, PRINCIPAL may, at its discretion, have the issue corrected at Applicator's expense including any additional costs incurred by PRINCIPAL in such remedy.
10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. APPLICABLE LAW. This Agreement is agreed upon in the State of California in the United States and shall be governed by the laws of the State of California and California courts. Granite Shield is a registered trademark with the United States Patent and Trademark office.
15. TERM/TERMINATION. This agreement may only be terminated by gross negligence or non-performance of duties by either party upon 30 day's written notice to the other party. Should money owed to Granite Shield corporate office go beyond 40 days will be considered a breach of contract and Granite Shield corporate reserves the right to cancel contract without a 30 day notice.
16. RETURN OF PROPERTY. Upon termination of this Agreement, Applicator shall deliver all records, notes, data, memorandum, models, chemicals and equipment of any nature that are in Applicator possession or under Applicator's control and that are Principal's property or relate to Principal's business. All Granite Shield seal jobs must be paid in full to the Granite Shield corporate office should Applicator discontinue as a Granite Shield Applicator or close business. Providing a service and collecting money from a customer and not paying the Granite Shield corporate office for that service is defrauding the customer and the Granite Shield corporate office.
17. GRANITE SHIELD TRADEMARK: Granite Shield is a registered trademark. Granite Shield corporate will supply you with a Granite Shield corporate website with your information. If considering purchasing a Granite Shield domain name will need approval in writing from Craig Phillips or Debbie Phillips. If you are considering applying for a DBA or corporation name with the name Granite Shield in your city or state will require approval in writing from Craig Phillips or Debbie Phillips. All use of the registered trademark name Granite Shield will be surrendered such as domain names and ceased on marketing material if you are no longer a Granite Shield applicator.
18. NON DISCLOSURE/NON COMPETE AGREEMENT. By signing below, Applicator, employees and or associates will not compete with Granite Shield, will not use a similar process as Granite Shield that is not using Granite Shield approved chemicals nor disclose or divulge any procedures, techniques or information pertaining to the chemicals or procedures used by Granite Shield during or after terms of this agreement. Sealing procedures learned from Granite Shield for hard surfaces will not be used other than with Granite Shield approved chemicals. Applicator will not do a "demonstration of the actual Granite Shield process" unless authorized by Craig Phillips and or Debbie Phillips.
19. GRANITE SHIELD WARRANTY: The Granite Shield granite sealing process is under warranty for the lifetime of the coated surface against any adverse change to the coated surface. If any such adverse change occurs after the Granite Shield process has been applied, Granite Shield will repair and recoat the application surface at Granite Shield's expense. Flooring is under warranty for 10 years from the time of application, 5 years at 100%, years 6-10 are prorated. \*Etching of calcite stones such as 2 known granites Absolute Black and Blue Bahia and marble/travertine/limestone due to acidic liquids and alcohol is not covered under warranty. Should there be a warranty call Granite Shield Corporate will pay applicator's time and material to resolve the warranty if failure is due to Granite Shield process or material.
20. CUSTOMER WARRANTY DOCUMENTATION: All customers must receive a copy of the Granite Shield warranty that is on the Granite Shield customer worksheets or warranty documentation approved by the Granite Shield corporate office. For warranty to be activated by Granite Shield's corporate office a Granite Shield warranty card must be turned in to Granite Shield's corporate office either by the applicator or customer.

21. Location of Territory: 120 mile around business address (60 miles to the north, east, west south of base business listed by county or counties that need to be listed and agreed upon in this contract and territory is not necessarily a radius) unless another agreement is made in writing by both parties or conflicts with another current Granite Shield applicator in which the boundaries could vary but not in size. Exclusive territory may grow near current exclusive territory if agreed upon by both parties. Your customers are your customers and you can seal your customer's no matter where they are located. Territory minimums must be met or applicator will be invoiced monthly for the amount owed to the Granite Shield corporate office. Larger territories are available at a higher monthly minimum.
22. LICENSING FEE. Licensing fee includes a Granite Shield seal kit, a Granite Shield seal book in PDF, Granite Shield stain removal guide in PDF, Granite Shield worksheet in PDF and Excel spreadsheet, Granite Shield information in PDF, Granite Shield photos and logo in JPG, other Granite Shield related material in PDF and JPG, Granite Shield website. Licensing fee is non refundable.
23. LICENSING FEE AND SHIPPING: Licensing fees and chemicals shall be paid either by credit card or cashier check payable to the Granite Shield corporate office and either faxed or over nighted to the Granite Shield corporate office. Once money has cleared the Granite Shield's corporate office bank account order will be placed with the Granite Shield shipping department and shipped within 10 business days Orders are shipped UPS ground which in normal conditions takes 3 to 5 business days. Chemical orders larger than 1 gallon prepay service chemical set may take 20 business days or less. Distributor and or applicator needs to order chemicals in a timely manner to allow the Granite Shield corporate office and the Granite Shield chemist a reasonable amount of time to produce and ship chemical. Chemical orders larger than 10 gallon prepay service chemical sets may take 45 calendar days and will require a 50% deposit and paid in full the day of shipping. All chemical orders have to be shipped by the Granite Shield corporate office. Chemical orders placed by Applicator to Distributor, Distributor may hand deliver. The Granite Shield corporate office will need to be the one supplying the seal kit and its contents for the first initial order when applicator pays their licensing fee. Additional future chemical if Distributor wants to supply the prepay service chemical will be allowable should it be at Granite Shield corporate office pricing and it can't be shipped. Keep in mind all applicators and distributors have the right to get their prepay service chemical from the corporate office. International chemical orders or orders shipped over the ocean Distributor and or Applicator are responsible for shipping costs and not the Granite Shield corporate office.
24. SHIPPING OF CHEMICALS. Shipping of any Granite Shield chemicals within the United States is included in prepay service chemical shipped UPS ground. UPS or UPS 2 Day Air applicator will pay shipping fees. Granite Shield aftercare products shipping prices are not included in price. Shipping international or over the ocean will be paid by applicator and requires UPS over night or UPS 2 Day Air. The Granite Shield corporate office will not pay for shipping and any fees associated with shipment. The Granite Shield corporate office will bill applicator for shipping costs and payable within 14 days of receiving invoice. All money owed is to be paid in US dollars. Chemical orders are placed in the order received.

25. CHEMICAL USAGE & WARRANTY. To seal an average 60 sq. ft. countertop should not need anymore than 1 1/2 to 3 oz. to seal. If using 1 oz. or less of each of the chemical more than likely not enough chemical is being used and not getting the proper coverage and will get failures. These failures are not due to the Granite Shield chemicals failing, it's an applicator failure. If more than 3 oz. including Ultra Seal and Crystasheen is being used way too much chemical is being used which also could lead to failures because way too much chemical is used and the chemical is not evaporating properly in between steps. This type of failure is again not due to the Granite Shield chemicals failing, it's an applicator failure. Averaging it out a 16 oz. bottle using 2 oz. of each of the chemical due to some granites are more porous than others a 16 oz bottle of each of the chemical can seal 8 60 sq. ft. granite countertops and should be able to seal 480 sq. ft. of granite. A 32 oz. bottle averaging out the chemical using 2 oz. of each of the chemical should be able to seal 16 60 sq. ft. granite countertops and should be able to seal 960 sq. ft. of granite. To properly seal 1000 sq. ft. of flooring and or grout 1 gallon of each of the chemicals used for the floor or grout process is needed. Using less chemical for 1000 sq. ft. the flooring may not be properly sealed. Flooring, grout, shower walls and concrete must be saturated properly with sealer due to nooks and crannies. Improper saturation from application could result in a warranty. The Granite Shield corporate office is not responsible for applicator not cleaning or preparing surface properly before sealing. Chemical orders are in the order received. Consignment service chemical is not available with this contract.

26. WARRANTY DOES NOT COVER:

1. Defects that occur naturally in natural stone.
2. Abuse, neglect, misuse, vandalism or lack of proper care and maintenance.
3. Dissatisfaction with natural characteristics for natural stone including but not limited to color, veining, quartz, mineral deposits, water lines, pits, fissures, loss of gloss or discoloration due to cleaning products such as soap and water, waxes, polishes etc. Food particles left on stone.
4. Fracture of stone due to temperature change such as near fireplaces, stoves and placing pot and pans directly on to stone.
5. Non Granite Shield sealers used to seal by authorized Granite Shield applicator.
6. Applicator that performed the service but never submitted the required paperwork to the Granite Shield corporate office to register the seal job.

**Granite Shield Fabricator Seal Kit Includes:**

- (1) Chemical mobile carrying case
- (2) Scotch-Brite scrub pads
- (1) Applicator Pad
- (6) Microfiber cloths
- (1) Package of terry cloth towels
- (4) Nitrile gloves
- (2) Razor blades
- (1) 8 oz. Granite Kleen
- (1) 8 oz. Nustone Kleen Ready to Use
- (1) 8 oz. Kleen N Shine
- (1) 8 oz. Silicabright
- (5) 4 oz. Kleen N Shine Repellent Lavender Scent Spray 4 OZ. in Brushed Aluminum Bottles

Prepay service chemical set below selected.

**OPTIONS: Prepaid Service Chemicals:**

Prepaid Service Chemicals: 1 gallon bottles - Approximately \$1.25 a sq. ft.

128 oz. of Armor seals approximately 3840 sq. ft. and greater

128 oz. of Crystasheen seals approximately 3840 sq. ft. and greater

128 oz. of Enhancer equals seals approximately 3840 sq. ft. and greater

128 oz. of Kleen N Shine seals approximately 3840 sq. ft. and greater

128 oz. of Premier seals approximately 3840 sq. ft. and greater

256 oz. of Ultra Seal seals approximately 7680 sq. ft. and greater

Licensing fee waived plus 128 oz. set of prepay service chemical seal kit \$4,800.00\_\_\_\_\_

DISTRIBUTOR: Are you currently working with a Granite Shield distributor?

Yes\_\_\_\_\_ No\_\_\_\_\_

If you are working with a Granite Shield distributor please provide the Granite Shield corporate office of the name of the Granite Shield distributor you have been working with:

Distributor: \_\_\_\_\_

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, fax or deposited in the United States mail, postage prepaid, addressed as follows:

PRINCIPAL: Granite Shield 18451 Collier Ave. Unit D Lake Elsinore, California 92530

Applicator:\_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code:\_\_\_\_\_

Ph#:\_\_\_\_\_

Fax:\_\_\_\_\_

Email:\_\_\_\_\_

Website:\_\_\_\_\_

Signature: \_\_\_\_\_

(Applicator)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(Granite Shield Corporate Office)

Date: \_\_\_\_\_

It is understood that training is optional to the newly signed applicator and should they want hands on training for themselves and or employees the training fee will be paid by the newly signed applicator to distributor and not the Granite Shield office. Employees that are trained other than newly licensed applicator must sign the Granite Shield non disclosure before any training should take place. Training facility shall be mutually agreed upon by newly signed up applicator and distributor.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Distributor)



**Granite Shield Applicator Credit Card Authorization Form  
Acknowledgement of Licensing Fee**

**Today's Date:** \_\_\_\_\_ **Business Name: Granite Shield**

**I hereby authorize the use of my Credit Card in the amount of: \$**

**Charged on:** \_\_\_\_\_

**Card #:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**CVV2:** \_\_\_\_\_

**CARDHOLDER Complete all fields below:**

**Full Name (as it appears on card):** \_\_\_\_\_

\_\_\_\_\_ **Billing**

**Address (address where statement is mailed):** \_\_\_\_\_

\_\_\_\_\_ **City:**

\_\_\_\_\_ **State:**

**Zip:** \_\_\_\_\_

\_\_\_\_\_ **Area**

**Code/Phone: (            )**

**I \_\_\_\_\_ (printed cardholder name) hereby confirm the above transaction is authorized in the amount of \$-**

**I understand this is a licensing fee and seal kit to be an authorized Granite Shield applicator and is non refundable.**

**Cardholder Signature:** \_\_\_\_\_

**Above must be signed by cardholder.**

**Please fax contract and credit card authorization form to:**

**951-344-8264 or 949-606-0305**